
LK4 TECHNOLOGY CORP./VIRTUAL508 ACCESSIBILITY PRODUCTS, SERVICES, TERMS AND CONDITIONS

GSA ADVANTAGE MAS CONTRACT GS35F0147X



Website Information: www.virtual508.com

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LK4 Technology Corporation
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VIRTUAL508 APPLICATION ACCESSIBILITY EVALUATOR

- VAEP501 ~ Perpetual Licensing
 - Stand-alone software package
 - Used to evaluate the accessibility features of Windows Desktop programs.
 - Produces a report for auditable compliance
 - Perpetual Licenses only
 - Discounts starting with 10 license bundle
 - Enhanced Support Available/Installation Support Included
 - Micro Purchase Available (Perpetual license with bundle credit)

VIRTUAL508 ACCESSIBILITY WIZARDS

- VMP201 ~ Perpetual Licensing
- VWT101 ~ Enterprise Licensing
 - Utility for Microsoft Office 2007 or 2003 and earlier
 - Useful for converting training materials, documents and email attachments produced with Microsoft Word or PowerPoint
 - Automatically converts documents into Section 508 Compliant format
 - Term and Perpetual Licenses
 - Discounted bundles and Enterprise Licenses
 - Enhanced Support Available/Installation Support Included
 - Micro Purchase Available (Perpetual license with future credit)



TRAINING FOR SECTION 508 PROVISIONS

- Instructor led and/or web based
 - Review of Section 508 Requirements
 - Specifically employing Virtual508 technology to meet the compliance requirements

PROFESSIONAL SERVICES FOR ACCESSIBILITY:

- The Virtual508 Professional Services are designed:
 - To enable IT professionals to design and code 508 compliant websites
 - To enable IT professionals to bring non-compliant websites and documents into compliance
 - To audit websites and documents for compliance reporting



SIN 132-32 – ACCESSIBILITY SOFTWARE ENTERPRISE TERM LICENSING

VIRTUAL508 ACCESSIBILITY WIZARDS

- VWT101 ~ Enterprise Term Licensing
 - Utility for Microsoft Office 2007 or 2003 and earlier
 - Useful for converting training materials, documents and email attachments produced with Microsoft Word or PowerPoint
 - Automatically converts documents into Section 508 Compliant format
 - Term and Perpetual Licenses
 - Discounted bundles and Enterprise Licenses
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LK4 TECHNOLOGY CORP/VIRTUAL508

GSA Advantage Contract # GS-35F-0147X

Items Included with Enterprise Licenses			SIN
VWT301	Updates and major Upgrades	Included	
VWT301	Maintenance as a Product	Included	132-32
VTD402	Individually Distributable On-Demand Training	Included	132-32
VTD401	On-line Instructor-Led Training Sessions	Single Monthly Session. Included with 1,000 licenses or more.	132-32
VWP201-C	Conversion of Term Software Licenses to Perpetual	Price = 40% of the then current price for a Perpetual License after 2 years of Term Software License has expired.	132-32

Discounts by Volume. See Next Page.

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**LK4 TECHNOLOGY CORP/VIRTUAL508****GSA Advantage Contract # GS-35F-0147X**

Published Price List for Enterprise Term Licenses

Priced Per Computer Per 366 Day Year

Effective Date: 11/29/2010 - Price List Version: Modification #2011.1

No. 132-32 – Term Software Licenses							
MFR Part #		Product Description	Commercial List Price (MSRP)	GSA Price	Warranty	Country of Origin	SIN
VWT101		Up to 100 (Minimum)	\$5,000.00	\$4,000.00	90 Days	US	132-32
	<u># of Term Licenses</u>	<u># of Term Licenses</u>					
	<u>From</u>	<u>To</u>					
VWT102	101	250	\$50.00	\$40.00	90 Days	US	132-32
VWT103	251	500	\$40.00	\$30.00	90 Days	US	132-32
VWT104	501	750	\$28.00	\$20.00	90 Days	US	132-32
VWT105	751	2000	\$17.50	\$14.00	90 Days	US	132-32
VWT106	2,001	4000	\$14.00	\$10.00	90 Days	US	132-32
VWT107	4,001	8000	\$12.00	\$9.00	90 Days	US	132-32
VWT108	8,001	11,000	\$10.50	\$8.50	90 Days	US	132-32
VWT109	11,001	15,000	\$10.00	\$8.00	90 Days	US	132-32
VWT110	15,001	More than 15,001	\$9.50	\$7.50	90 Days	US	132-32

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132-32 ENTERPRISE TERM LICENSE AND SUPPORT AGREEMENT

LK4 TECHNOLOGY CORPORATION, INC. VIRTUAL508 ACCESSIBLE WIZARD 7.0 FOR MICROSOFT OFFICE 2007 VIRTUAL508 ACCESSIBLE WIZARD 2.2 FOR MICROSOFT OFFICE 2003

This Software License and Support Agreement is a legal agreement between the Purchaser (User) and the LK4 Technology Corporation, Incorporated (LK4). LK4 Software products include the Virtual508 Accessible Wizard 7.0 for Microsoft Office 2007 ("V508 SOFTWARE"), associated media, any printed materials, any "online" or electronic documentation, and all software updates during the license term. By installing, copying or otherwise using V508 SOFTWARE, User agrees to be bound by the terms of this agreement.

1. SOFTWARE PRODUCT LICENSE

- a. All title and copyrights in and to V508 SOFTWARE (including but not limited to any source code, data structures, manuals, images, photographs, and related items incorporated into V508 SOFTWARE,) any accompanying printed materials, and any copies of V508 SOFTWARE, are owned by LK4. Copyright and other intellectual property laws protect V508 SOFTWARE. The User may not copy the printed materials accompanying the software except for the exclusive internal use of employees of the User. User may not reverse engineer, decompile, or otherwise change the V508 SOFTWARE. V508 SOFTWARE is licensed, not sold. The term of the license is one (1) year unless otherwise specified.

2. GRANT OF LICENSE

- a. User must purchase and dedicate a license and support agreement for each authorized person accessing V508 SOFTWARE. User may distribute V508 SOFTWARE workstation software to other computers on the same private computer network. User may use a back-up utility to copy V508 SOFTWARE and related program files solely for archival purposes.

3. LIMITED WARRANTY

- a. LK4 warrants that the V508 SOFTWARE shall be free of source code errors when used on a Microsoft Windows based computer within Microsoft Office 2007. A functional deficiency of the software is not an error. Only source code faults are warranted under this agreement. User's exclusive remedy shall be repair or replacement of the portion of the source code that is causing the software malfunction. This limited Warranty is void if the failure of the software or hardware has resulted from accident, abuse, or misapplication.
 - i. To the maximum extent permitted by applicable law, LK4 disclaims all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to V508 SOFTWARE and any accompanying written materials.
 - ii. To the maximum extent permitted by applicable law, in no event shall LK4 or its suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if LK4 has been advised of the possibility of such damages. As user interaction is required by V508 SOFTWARE, the User is responsible for the accuracy of any resulting document or output.

4. SOFTWARE SUPPORT SERVICES

- A. User must purchase an annual software license and support plan to utilize the V508 SOFTWARE application. The license and support plan includes the following benefits
 - i. :FREE MAINTENANCE UPDATES
 - 1. LK4 will make available for download from the V508 SOFTWARE's official web site any updates to the current release of V508 SOFTWARE. This service does not include on-site installation of the software.

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II. TECHNICAL SUPPORT

1. LK4's software technical support staff will be available for questions pertaining to the operation of the V508 SOFTWARE via email and V508 SOFTWARE's official website. If a User has a problem with an operational or technical feature of the software, LK4 will put forth their best effort to answer questions at no charge. LK4's software and technical support specialists will address operational or technical problems that cannot be resolved via email/Internet support by using telephone contact or remote control software. This service may require the user to have access to a computer system running V508 SOFTWARE at the User's site that is equipped with an internet connection. This service may not be available because of security permissions of the User's network.

iii. MONTHLY "WEBINAR" TRAINING SESSIONS

1. LK4 will perform a live monthly online training "seminar" available to 100 or less concurrent participants. Users may be required to register for training seminars at least 72 hours prior to said session. A recording of the training seminar will be provided in a common file format to User for internal distribution to any users that were unable to view the live seminar.

5. LIMITATIONS OF COVERAGE

- a. This agreement does not cover:
 - i. Support required because of unauthorized repairs or alterations
 - ii. Installation, reinstallation and other related consulting services
 - iii. Service required as a result of non-compatible software
 - iv. Service required on software including operating system software and/or other types of software
 - v. Unauthorized modifications to programmed software

6. RENEWAL AND CANCELLATION

- a. User may renew this agreement at term end by paying the appropriate annual support fee per paragraph 10 below. At any time, User may terminate computer-related services as defined in paragraphs four (4) by notifying LK4 in writing. Failure to pay the license and support renewal later than 30 days after the anniversary of this agreement will also terminate this agreement. All other rights, terms and conditions included in this Agreement shall survive termination. Upon termination, the User will have no further obligation to pay LK4 under the agreement except to pay for any then accrued, unpaid fees as calculated using the current annual license rate. If User terminates this Agreement, User's license to use V508 SOFTWARE is revoked. In such event, User may not use or copy V508 SOFTWARE and User should promptly remove the software from all installed computers.

7. LICENSE REDUCTION POLICY

- a. User may reduce their annual license and support count upon renewal. After renewing at a lesser license count, User may choose to increase the total license count by re-purchasing the forfeited licenses at the current license price.

8. TIME FOR SERVICE

- a. LK4 will respond to any initial product support request from User within 1 business day.

9. PLACE FOR SERVICE

- a. Service will be performed from LK4's offices. Any service performed at the User's site, along with travel expenses, will be charged to the User at the prevailing rate for such service.

10. PAYMENT

- a. The price for the software license and support agreement must be paid annually in full for each user's license and support. State sales tax will be added to all applicable purchases. No prorated refunds are granted for early termination of this agreement. Failure to pay will void this contract per paragraph 6.

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SIN 132-33 – ACCESSIBILITY SOFTWARE PERPETUAL LICENSING

VIRTUAL508 APPLICATION ACCESSIBILITY EVALUATOR

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 - Utility for Microsoft Office 2007 or 2003 and earlier
 - Useful for converting training materials, documents and email attachments produced with Microsoft Word or PowerPoint
 - Automatically converts documents into Section 508 Compliant format
 - Term and Perpetual Licenses
 - Discounted bundles and Enterprise Licenses
 - Enhanced Support Available/Installation Support Included
 - Micro Purchase Available

**LK4 TECHNOLOGY CORP/VIRTUAL508**

GSA Advantage Contract # GS-35F-0147X

Effective Date: 11/29/2010 - Modification #2011.1

Published Prices for Perpetual Licensed Technologies

Special Item No. 132-33 - Perpetual Software License						
MFR Part Number	Product Description	Commercial List Price (MSRP)	GSA Price	Warranty	Country of Origin	SIN
VWP201	Virtual508 Accessible Wizard for Office Single-User License	\$899.95	\$599.95	90 Days	US	132-33
VWP210	Virtual508 Accessible Wizard for Office 10-User Bundle	\$3,995.00	\$2,499.00	90 Days	US	132-33
VWP202	Virtual508 Accessible Wizard for Office Single-User Major Upgrade License	\$499.95	\$399.95	90 Days	US	132-33
VMP301	Enhanced Maintenance as a Product	15% of purchase price per year	15% of purchase price per year	366 Days	US	132-33
VAEP501	Virtual508 Application Accessibility Evaluator Single User License	\$1,299.95	\$799.95	90 Days	US	132-33
VAEP510	Virtual508 Application Accessibility Evaluator 10-User Bundle	\$4,995.95	\$3,499.95	90 Days	US	132-33
VMP501	Enhanced Maintenance as a Product	15% of purchase price per year	15% of purchase price per year	366 Days	US	132-33

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132-33 PERPETUAL LICENSE AGREEMENT, OPTIONAL TRAINING AND MAINTENANCE AS A PRODUCT

VIRTUAL508 APPLICATION ACCESSIBILITY WIZARD

VIRTUAL508 ACCESSIBLE WIZARD 7.0 FOR MICROSOFT OFFICE 2007

VIRTUAL508 ACCESSIBLE WIZARD 2.2 FOR MICROSOFT OFFICE 2003

This Software License and Support Agreement is a legal agreement between the Purchaser (User) and the LK4 Technology Corporation, Incorporated (LK4). LK4 Software products include the Virtual508 Accessible Wizard 7.x for Microsoft Office 2007, Virtual508 Accessible Wizard 2.x for Microsoft Office 2003, and the Virtual508 Application Accessibility Evaluator 1.x ("V508 SOFTWARE"), associated media, any printed materials, any "online" or electronic documentation, and minor software updates. By installing, copying or otherwise using V508 SOFTWARE, User agrees to be bound by the terms of this agreement.

1. SOFTWARE PRODUCT LICENSE

- a. All title and copyrights in and to V508 SOFTWARE (including but not limited to any source code, data structures, manuals, images, photographs, and related items incorporated into V508 SOFTWARE,) any accompanying printed materials, and any copies of V508 SOFTWARE, are owned by LK4. Copyright and other intellectual property laws protect V508 SOFTWARE. The User may not copy the printed materials accompanying the software except for the exclusive internal use of employees of the User. User may not reverse engineer, decompile, or otherwise change the V508 SOFTWARE. V508 SOFTWARE is licensed, not sold. The term of the license is one (1) year unless otherwise specified.

2. GRANT OF LICENSE

- a. User must purchase and dedicate a license and optional support agreement for each authorized person accessing V508 SOFTWARE. User may distribute V508 SOFTWARE workstation software to other computers on the same private computer network. User may use a back-up utility to copy V508 SOFTWARE and related program files solely for archival purposes.

3. LIMITED WARRANTY

- a. LK4 warrants that the V508 SOFTWARE shall be free of source code errors when used on a Microsoft Windows based computer within Microsoft Office 2007. A functional deficiency of the software is not an error. Only source code faults are warranted under this agreement. User's exclusive remedy shall be repair or replacement of the portion of the source code that is causing the software malfunction. This limited Warranty is void if the failure of the software or hardware has resulted from accident, abuse, or misapplication.
 - i. To the maximum extent permitted by applicable law, LK4 disclaims all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to V508 SOFTWARE and any accompanying written materials.
 - ii. To the maximum extent permitted by applicable law, in no event shall LK4 or its suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if LK4 has been advised of the possibility of such damages. As user interaction is required by V508 SOFTWARE, the User is responsible for the accuracy of any resulting document or output.

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4. SOFTWARE SUPPORT SERVICES

- a. Standard Installation Support
 - 1. LK4 will supply installation support by email only.
- b. Enhanced Maintenance as Product
- c. User must purchase a software license and support plan to utilize the V508 SOFTWARE application and enhanced Support as Product. The license and support plan includes the following benefits:
 - i. *Free Maintenance Updates*
 - 1. LK4 will make available for download from the V508 SOFTWARE's official web site any updates to the current release of V508 SOFTWARE. This service does not include on-site installation of the software.
- d. Technical Support
 - i. LK4's software technical support staff will be available for questions pertaining to the operation of the V508 SOFTWARE via email and V508 SOFTWARE's official website. If a User has a problem with an operational or technical feature of the software, LK4 will put forth their best effort to answer questions at no charge. LK4's software and technical support specialists will address operational or technical problems that cannot be resolved via email/Internet support by using telephone contact or remote control software. This service may require the user to have access to a computer system running V508 SOFTWARE at the User's site that is equipped with an internet connection. This service may not be available because of security permissions of the User's network.
- e. Training sessions
 - i. LK4 performs live monthly online training "seminars" available to 5 or more concurrent paying participants. Users will be required to register for training seminars at least 72 hours prior to said session.
 - ii. At no charge a recording of a previous training seminar will be provided in a common file format to User

5. LIMITATIONS OF COVERAGE

- a. This agreement does not cover:
- b. Support required because of unauthorized repairs or alterations
- c. Installation, reinstallation and other related consulting services
- d. Service required as a result of non-compatible software
- e. Service required on software including operating system software and/or other types of Software
- f. Unauthorized modifications to programmed software.

6. LICENSE REDUCTION POLICY

- a. User may reduce their annual license and support count upon renewal. After renewing at a lesser license count, User may choose to increase the total license count by re-purchasing the forfeited licenses at the current license price.

7. TIME FOR SERVICE

- a. LK4 will respond to any initial product support request from User within 1 business day.

8. PLACE FOR SERVICE

- a. Service will be performed from LK4's offices. Any service performed at the User's site, along with travel expenses, will be charged to the User at the prevailing rate for such service.

9. PAYMENT

- a. The price for the software license must be paid in full in advance for each user's license. The price for the Enhanced Maintenance as a Product must be paid annually. State sales tax will be added to all applicable purchases. No prorated refunds are granted for early termination of the support agreement.



SIN 132-50 – ACCESSIBILITY TRAINING COURSES

TRAINING COURSE DESCRIPTIONS:

The Virtual508 Accessibility Training Courses are designed to enhance use of the Virtual 508 technologies. However, the courses also include a basic grounding in best practices for 508 compliant programming. **Website Information:** www.virtual508.com

TERMS:

The training courses and their contents are proprietary and may not be resold.

Pre-scheduled/For Non-Enterprise License Users (Included with Enterprise Licenses)

VIRTUAL508 IT ACCESSIBILITY TRAINING COURSES

Special Item No. 132 50 - Accessibility Training Courses							
MFR Part Number	#	Product Description	Commercial List Price (MSRP)	GSA/Educational Pricing	Warranty	Country of Origin	SIN
VTD402	1	Web Based	Included	\$0		USA	132-50
VTD401	5 Min	Instructor Led On-line	\$125 Per attendee 5 minimum	\$100 Per attendee 5 minimum		USA	132-50

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SIN 132-51 - IT PROFESSIONAL SERVICES ~ ACCESSIBILITY AUDIT AND REMEDIATION

PROFESSIONAL SERVICES FOR ACCESSIBILITY:

The Virtual508 Professional Services are designed:

- 1) To enable IT professionals to design and code 508 compliant websites
- 2) To enable IT professionals to bring non-compliant websites and documents into compliance
- 3) To audit websites and documents for compliance reporting

Website Information: www.virtual508.com

TERMS:

Virtual508 Professional Services are provided by contracted or employed personnel from LK4 Technology Corp. and may not be hired or contracted directly.

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**PRICING:**

Special Item No. 132 51 - Accessibility Professional Services					
Commercial Labor Category	Minimum/ General Experience And Years of Applied Expertise	Education and Special Skills Training	Hourly Base Rate	Proposed GSA Scheduled Rate	Discounting Policy
Compliance Assessment Specialist I	5+ years working in IT accessibility	Bachelors Degree in Computer or Technology Related Program	\$100.00	\$90.00	Further Discounts at 100+ Hours
Compliance Assessment Specialist II	3 years working in IT accessibility	Bachelors Degree in Computer or Technology Related Program	\$ 75.00	\$67.50	Further Discounts at 100+ Hours
Compliance Assessment Specialist III	3 years working in IT accessibility	Associates Degree in Computer or Technology Related Program	\$ 60.00	\$ 54.00	Further Discounts at 100+ Hours
Compliance Trained Programmer I	5+ years programming accessible technology	Bachelor's Degree in Computer or Technology Related Program	\$100.00	\$ 90.00	Further Discounts at 100+ Hours
Compliance Trained Programmer II	3 years programming accessible technology	Associates or Bachelor's Degree in Computer or Technology Related Program	\$100.00	\$ 90.00	Further Discounts at 100+ Hours
Compliance Project Manager I	5+ Years working as an auditor/examiner in a regulated industry	Bachelor or Master's Degree	\$125.00	\$ 112.50	Further Discounts at 100+ Hours
Remediation Programmer I	5+ Years working with web related codes	Bachelor's Degree	\$75.00	\$ 67.50	Further Discounts at 100+ Hours
Remediation Project Manager	5+ Years working with web related codes in a regulated industry	Bachelor's or master's Degree with web language certifications	\$150.00	\$ 135.00	Further Discounts at 100+ Hours

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